1892-021 Chancery Causes: Pennington Gap Improvement Co] vs. Adms of C. B. Howard &c
Lee Co.

Skaggs, Zion, Gilly, Munsey, Fletcher, Harris, Pennington

1 Plat

CA-Contract Dispute
T-Property

-Deed

To the Hon H. S. K. Morison Judge of the Circuit Court of Lee County Virginia:

Humbly complaining your Orator, the Pennington Gap Improvement company, a body corporate, incorporated and organized under the laws of the State of Virginia, would respectfully represent. That on the 3rd day of May 1890 said company contracted for and purchased of one Chadwell B. Howard his home farm supposed to contain about 121 or 122 acres outside of the reservations in the written contract set out, which will hereafter be filed with this bill, lying and being in said county of Lee, on the south side of the Poor Valley Ridge, and on Cane Creek and near Penningtons Gap, and the terms and conditions of said purchase and sale are set out in a written contract entered into between said Howard and said company and the same is herewith filed as a part of this bill marked (A)

Complainant states that by the terms of said purchase it was to pay said Howard One Hundred dollars per acre for the land so purchased, one half of which was to be paid him as soon as it could be ascertained accurately the quantity of land there was in said tract, so sold, by an accurate survey thereof by horizontal measurement by a competent surveyor, and the other half by January 1st 1891 if practicable, and if not convenient and practicable by that time, then by the first day of May 1891. with interest on such half after January 1 1891. The land taken by the Louisville and Nashville Rail Road Co for its right of way, was not to be estimated or paid for by the said terms of bargain and sale, but the land conveyed or sold by said Howard to said Rail Road Co for side tracks and depot purposes on the 2nd day of May 1890 was and is to be paid for by Complainant, at the same price as the other lands.

Complainant states that by a recent survey of the land purchased of said Howard it contains $117\frac{49}{100}$ acres as is shown by a plott thereof herewith filed as a further part of this Bill marked (B)

The quantity just stated, is exclusive of said Railroads right of way, and the reservation made by said Howard of his dwelling house, Barn Orchard & garden surrounding said house and is the quantity for which complainant has and is to pay for.

Complainant states that by the terms of said contract the said C. B. Howard was to make to said it a deed of conveyance for said land, with covenants of general warranty, as soon as one half of the purchase money should be paid, but he was to retain in such deed of conveyance, his Vendors lien for the unpaid half of the purchase price.

Complainant states that at the time of making said purchase of said Howard, it paid to him Three Hundred dollars which was to be a part of the first installment, and said Howards receipt for said sum will be seen at the foot of said Exhibit "A" and on the 14th day of July 1890 and after said Survey had been made, complainant, paid to John F. Skaggs & James M Zin the admrs of said Howard, the further sum of $4700. making the aggregate payments on said land amount to $5000. and in view of the facts hereafter stated, complainant charges that it has substantially complied with so much of said contract as to entitle it to a deed of conveyance according to the terms of said contract.

After said purchase was made and before said survey was made and before said last payment was made, the said Chadwell B. Howard departed this life intestate, in said county of Lee, and he left at his death a widow Elizabeth Howard surviving him, and he also left four living children and the descendants of a deceased daughter, as his heirs at law. The living children here referred to are Evaline J. Skaggs the wife of John F. Skaggs, Maybell Howard, Doctor Howard and John Howard. Mary E. Howard a daughter of the said Chadwell B. Howard married one Wm. T. Gilly and after giving birth to 6 children died leaving them her heirs at and their names are as follows to Wit

Cornie Gilly[1], Emory Gilly[2], Creed F. Gilly[3], William G. Gilly John T. Gilly[4] & Annie J Gilly.

Complainant states, that the said May Bell Howard Doctor Howard, John Howard and said 6 heirs at law of said May E. Gilly dec'd, are all minors under 21 years of age, and ~~that~~ to them, and the said Evaline J. Skaggs wife of the said John F. Skaggs, the legal title to said tract of land descended at said Howards death, subject to the dower right of the said widow therein;

Complainant further states that by deed dated June 6 1890 the said Elizabeth Howard widow of the said Chadwell B Howard conveyed to Complainant her dower interest in, and right ~~in~~ said tract of land, And in, and by the same deed the said John F. Skaggs and Evaline J. Skaggs conveyed their undivided interest in said tract of land to Complainant;

Complainant further states that the said John F. Skaggs & James M Fain were appointed administrators of the estate of said Chadwell B Howard and are now such and to them complainant paid said last mentioned sum of $4700- toward the purchase price of said Land;

Complainant now states that many years ago the tract of land so purchased from said Howard, belonged to one James Newman who died intestate in Lee County and that said tract of land descended to his children and heirs at law the same being Eight in number, and their names are as follows towit. Jefferson[1] Newman Patterson Newman[2] Joseph Newman[3] Jackson Newman[4] Mary Newman[5] Samuel Newman[6] Lucretia Newman[7] and Harriett Newman;

The said Lucretia Newman intermarried with one Jas A. Harris and the said Harriett Newman intermarried with one Willis Harris;

Complainant further states, that at a subsequent time the said Chadwell B. Howard bought two interests in said land being those of Jefferson Newman and Samuel Newman, and one Patterson Fain purchased the interest of the said James A. and

Lucretia Harris in said land. And one Nimrod C. Ely purchased or acquired the remaining 5 shares in said tract of land.

Complainant further states that while the said C B. Howard Nimrod C Ely & Patterson Zion were the owners of said James Newman farm, they mutually partitioned the same between themselves, and made deeds to each other pursuant to said partition, and by this partition, the said C B Howard, acquired about 74 acres ~~thereof~~, lying north side of Cane Creek, and on both sides of the cane creek road. And the said Nimrod C Ely got 69 acres thereof lying north of the part thus acquired by Howard, and he also got 3 acres lying between Cane Creek and the Cane creek road, but north of said Cane Creek, And the said Patterson Zion got about 26 acres thereof lying south of said Cane Creek and adjoining his other lands, and the same now forms a part of what is known as the George Russel farm

Complainant further states, that after said partition was made as above stated, the said Nimrod C Ely died intestate in this county leaving five children his heirs at law to wit Elizabeth now the widow of said Chadwell B. Howard. Rebecca, now the wife of Isaac Weston, Emily, now the wife of Wm J Muncy. Evaline, now the wife of Garrett H. Fletcher, and Susan, now the wife of John Young

Complainant now states that the said Chadwell B. Howard undertook and did purchase and pay for the interests of the said Weston and wife, Muncy & wife, Fletcher & wife and Young and wife, and said parties have made to said Howard deeds of conveyance for their respective interests, But complainant charges that the deed executed to said C B. Howard by said William J. Muncy and Emily Muncy his wife is insufficient in law to pass the title of the said Emily Muncy in and to 1/5 of 5/8 of the said James Newman farm as will readily be seen by an inspection of a copy of the said supposed deed herewith filed as a further part of this Bill marked (C)

Complainant further states that by these last purchases, the said Chadwell B. Howard & wife supposed they had become the owners of all the said James Newman farm lying north of said Cane Creek being 7/8^ths^ thereof. And it was this tract which complainant purchased of said Howard on the terms before stated, subject to the reservations aforesaid;

Complainant further states that the supposed deed of conveyance by which James A. Harris and Lucretia his wife undertook to convey to said Patterson Zion the interest of the latter in the said James Newman farm is defective and wholly insufficient to divest the title of the said Lucretia therein, and this will will readily be seen by an inspection of a copy of that deed herewith filed as a further part of this bill Marked (D)

Complainant admits, that the 26 acres of land, which the said Patterson Zion obtained by said partition, by virtue of his purchase from said James A. Harris and wife, lies outside of, and is not connected with the tract purchased by complainant from said C. B. Howard: But while this is true, Complainant states that since said deed to Zion is insufficient to pass the title of the said Lucretia to him, and the said James A. Harris & wife not being parties to said partition or had any thing to do with the transactions between Howard Ely and Zion, the said Lucretia or her heirs may at a future time come here, assert and establish their right, and obtain a re-partition of the entire James Newman farm

Complaint states that the deed or pretended deed of conveyance by which the said Willis Harris and Harriett his wife undertook to convey or part with the title of the latter in the said James Newman farm is wholly insufficient for the purpose and this will manifestly appear by reference to a copy of said deed herewith filed as a further part of this bill Marked (E) and this share subsequently went into the hands of said Nimrod C. Ely, and the same constituted a part of the 69 and the 3 acre lots assigned said Ely in the said Partition. And the said Harriett Harris not being party or privy or in any way connected with said partition or the transactions between Howard Ely and Zion She or her heirs may at a future time assert their right and obtain a new partition of the said James Newman farm,

Complainant further states that said Howard and those under whom he claims, have used held occupied and claimed the land sold complainant, for a long number of years, and have held the same in possession continuously peaceably and adversely and uninterruptedly for more than   years,

Complainant states that the said Wm J. Murray and Emily Murray his wife, Jas A Harris and Lucretia Harris his wife and Willis Harris and Harriett Harris his wife are non residents of the State of Virginia

The premises considered Complainant is advised that it is entitled to a Specific execution of the contract between it and the said Chadwell B. Howard; that it is entitled to a conveyance of such title as is vested in the said infants to the land so purchased with the vendors lien reserved to them for the unpaid purchase money, That said Murray & wife, Jas A. Harris & wife, and Willis Harris & wife be required at once to set up and claim their rights in the said land or be forever barred from setting up title or claim to any part thereof, and that said Howard his heirs and those claiming under them be quieted and secured in the possession of said land, But if this cannot be done, then that the interest of said Murray & wife and the said two Harrises & their wives be assigned and laid out to them on the west and north side of said tract of land complainant owning other lands all along the east South east side thereof, and to attain these ends is the object of this bill;

Complainant therefore prays that said John F. Skaggs &

James M Tzin admr of C. B. Howard decd Maybell Howard Docta Howard, John Howard, Connie Gilly, Emory Gilly Creed F. Gilly, Wm G. Gilly John T. Gilly, Annis J. Gilly, Wm J. Muncy Emily Muncy, James A. Harris Lucretia Harris Willis Harris and Harriett Harris be made parties defendant to this bill and be required to answer fully on Oath etc a Guardian ad litem be appointed for said Maybell Howard Docta Howard, John Howard, Connie Gilly, Emory Gilly, Creed F. Gilly, Wm G. Gilly John T. Gilly & Annis Gilly to defend their interest in this Suit, that an order of publication be entered posted and published against W. J. Muncy, Emily Muncy, James A. Harris Lucretia Harris, Willis Harris and Harriett Harris, and on a hearing of the cause that a decree be entered for a specific execution of said contract, that said infants be divested of title to said land, and a commissioner invested therewith and he be directed to convey the said title to Complainant that said Muncy & wife, Jas A. Harris & wife & Willis Harris & wife be precluded and barred from ever setting up title or claim to said land or any part thereof But if this latter can not be done that commissioners be appointed to assign them their respective interests, and be directed to lay out their respective interests on the west side of said tract of land and on the south side of Cane creek And if in any wise mistaken in this his special prayer then Complainant prays for all general relief, May the commonwealths writ of Spa issue directed &c

Henry J. Morgan for Pltff

Order of Publication Paid Nov. 22 1890 5.00

Dt. J. M.

Pennington Gap
Improvement Company
vs. } Bill

J. F. Skaggs & J. M. Zion admr &c

1890 1st Aug Rules Bill filed Spa Exed on adult home Defts & Decree Nisi as to them order Pub. as to non residents

" 2d Aug Rules D. Nisi confd and G. A. L. filed & contd

" 1st Sept Rules taken last monday in Aug. order Pub Completed & Cause set for hearing by Pltff

" Aug Term Decree Entd

" Decr Decree Entd

1891 Continued this year

1892 Mr. Term Contd

" April – Decree Final

See O.B. 383

A	15.00
C	15.44
G. A. L.	3.00
S	5.50
P.S.	5.00
C.C.	3.25
	$48.19

To The Hon. H. S. K. Morison Judge of the Circuit Court for Lee County:

The joint answer of Mabell Howard, Doeta Howard, John Howard, Cornie Gilly, Creed F. Gilly, Annis J. Gilly, Wm L. Gilly, Emory Gilly & John T. Gilly infants under the age of 21 years, by J. A. G. Hyatt their guardian ad litem, assigned to defend them in this suit, to a bill of complaint exhibited against them and others in the Circuit Court for Lee County, by the Pennington's Gap Improvement Company.

The said respondents reserving to themselves the benefit of all just exceptions to the said bill, for answer thereto or to so much thereof as they are advised, it is material they should answer, by their said guardian ad litem answer and say:

That they are infants of tender years, and by reason of their infancy, are incapable of understanding, or of taking care of their rights & interests; So therefore, by their said Guardian ad litem they commend themselves and their rights and interests to the protection of the court, and pray that no decree may be pronounced against them which will tend to their prejudice. Now having fully answered, the said respondents pray to be hence dismissed with their reasonable costs in this behalf expended. And they will ever pray &c.

J. A. G. Hyatt
Guardian ad litem for said Infants

Howards & Gibby Infants
vs } Answer of
G. A. L.

Penningtons Gap Impr. Co.

Filed 2 Aug. Rules 1890
J. A. L. Hyatt C.

Sworn to before me by J. A. L.
Hyatt, Aug. 1st 1890.
John B. West, N. P.

Pennington Gap Imp't Co Pltff
vs. } In Chy
J. F. Skaggs & J M Zion Admrs et al Defts

On calling this cause at the present term it was announced by the plaintiffs counsel, that the main object for which this suit had been instituted, towit to extract title from the infant defendants had been attained, and that the defective titles referred to in the bill, had been perfected by subsequent conveyances, and the purchasing in of such outstanding titles to the tract of land in the bill mentioned as existed at the time of filing the same, and that the only matter now remaining to be settled is the question of the costs of this suit. On consideration whereof it is adjudged ordered and decreed that the plaintiff recover against J F. Skaggs & J M Zion admrs of C B. Howard decd. the costs of this suit including a fee of $5.00 to H J Morgan as Comr for a deed of conveyance on the part of the infant defts to the pltff to be levied of the goods & chattles of said Howard in the hands of said Skaggs & Zion and that said costs when paid by them be charged against said infant defendants as money paid out for them. and no further action being necessary, the parties are hence dismissed and the cause stricken from the dockett.

Pennington Gap Invest Co

vs } Decree No 3 final

Skaggs & Zion admr et al

Entered Chy
OB page 383
April 7th 1892
J A S Hyatt C

Enter this
April 7 1892
H S K M

Pennington Gap Impt Co. Plff }
vs } In Chy.
J F Skaggs & J M Zion Adm & others .. Defts }

This cause came on this day to be further heard upon the papers formerly read therein and the report of Comr Morgan filed in the cause during the present term showing that he had executed a Deed of Conveyance to the plaintiff on the part of the infant Defts. for the tract of land in the Bill & proceedings mentioned with covenants of special warranty. reserving the vendors lein and excluding therefrom, the two reservations. referred to in the proceedings had in the cause. and said report and Deed being unexcepted to, on Consideration thereof. It is adjudged ordered & decreed that said report and Deed be and the same are hereby confirmed. and the clerk of this will deliver to the clerk of the County Court of Lee Co. said Deed for recordation. And there being other matters involved in the cause which are not now ready to be disposed of. the cause is continued.

Pennington Gap Impt Co
vs } Decree # 2
J F Skaggs & J M Zion Adm
et al

Entd C. O. B #3
page 217.
Jas Hyatt CC

Enter this
Sept 3rd 1890
H S K B M

Pennington Gap Improvement Co. Plffs.
vs } Chancy.
J. F. Skaggs and J. M. Zion Admrs & als Defts

This cause came on this day to be heard in part on the Bill of the Plaintiff and exhibits therewith taken for confessed by the adult defendants, and the answer of John Al Hiatt Guardian ad litem for the infant Defendants, and was argued by counsel, and it appearing to the Court that the Complainant a corporate body, is entitled to a specific execution of the contract set out in exhibit "A" with the Plffs. Bill, and that it is entitled to a deed of conveyance on the part of the infant Defts. for such title as is in them in and to the tract of land referred to in the Bill and specifically described in the plot & report filed as exhibit "B" therewith, subject to the two reservations therein set out, It is therefore adjudged ordered & decreed that such title as is vested in Maybell Howard, Docta Howard, John Howard, Cornie Gilley, Emory Gilley, Creed J. Gilley, Wm G Gilley Jr. John T. Gilley and Annis J Gilley be transferred to Henry J Morgan who is hereby appointed a special commissioner for the purpose, who is directed to convey to the Plff. all title vested in said infants in the tract of land in the Bill mentioned, with covenants of special warranty and he will reserve therein the vendors lien for the unpaid purchase money. And Comr. will convey according to the metes & bounds as set out in the plot & report filed with the Plffs Bill, as Exhibit "B" He will then reserve in said

Deed. the (6¼) six and one fourth acres. as reserved by C. B Howard in his title Bond filed as exhibit "A" and he will also reserve 6¾ acres in said Deed. covered by the Louisville & Nashville Railway Companys right of way through said tract of land; and said Commissioner will report his action to the court at its present term and untill the coming in thereof the cause is continued.

Pennington Gap. Imp. Co.
vs } Decree No 1 —
John F. Skaggs et al

Ent'd Chy O. B. No 4
page 283: Sept 2/1890
J A S Hyatt C

Enter this
Sept. 2nd 1890
H S K M

Virginia
Lee County, to wit

This is to certify that E. W. Pennington personally appeared before me and made oath that that he is informed and believes that J. W. Munsey, Emily Munsey, G. W. Fletcher, Evaline Fletcher, James A. Harris, Lucretia Harris, Willis Harris and Harriett Harris are non residents of this state. Given under my hand this the 16th day of July, 1890.

J. A. S. Hyatt
Clerk

P. G. Ins. Co
vs } Affidavit
Scruggs & Zion Admr

Filed July 16" 1890
J. A. Hyatt
C

Know all men by these presents That I C. B. Howard of Lee County, Virginia, am held and firmly bound unto the Pennington's Gap Improvement Company in the full sum of twenty-thousand dollars, and for the true payment whereof I hereby bind myself, heirs &c and also waive the benefit of the homestead law as to this bond. Witness my hand and seal this May, 3rd 1890.

The conditions of the above obligation is such, that the said C. B. Howard has this day sold unto the said Improvement Company his tract of land where he now lives on, lying on the waters of Cane creek, and supposed to be about One hundred and twenty three acres, subject to the reservations hereinafter to be set out, and the said company is to pay to said Howard the sum of One hundred dollars per acre for said land, one half of which is to be paid him so soon as the said land is accurately and truly surveyed by a competent surveyor on horizontal measurement, and the other half of said price on the first day of Jan. 1st 1891, but if said last half is not paid by Jan 1st 1891, he agrees not to sue thereon until after the 1st day of May, 1891. And on the payment of said first payment said Howard agrees to make said Company a deed to said land with Covenants of General warranty, reserving therein his vendor's lien on said land until the said last payment is made. There is reserved and excluded from the operation of the foregoing sale the following boundary of land to wit: Beginning at the corner of a certain fence just South-west of said barn and on the right-of way of the L. & N. R. R., thence with a line and along said fence and extending parallel with the same a distance & ~~at~~ so as that a line running at right angles to said line eastward will include said Howards apple orchard to the branch that runs down the hollow from Gale Barrows, and thence down said branch to the right-of way of said rail road, thence with the line of said right-of way to the Beginning. and the said Howard having heretofore sold to said Railroad a right-of way of some four or five acres, such right-of way is not to be included in this sale and not to be paid for by said company. but said company is to pay for such land as was given to said company for side tracks and depot purposes on May 2nd 1890. Said Howard retains to himself the crops now growing on said land including pasture and is to have the privilege of gathering the same, and the use of fire wood for one year from this date. Said company is to have the right to ~~and~~ take possession of said lands as fast as said Howard gets his crops of said land, and is to have the privilege of entering upon said land at any time for the purpose of making necessary surveys of said land. Now if the said Howard shall truly perform the covenants on his part herein set out and on the payment of said first payment to him, he makes or causes to be a good deed to said land then this contract to be void, otherwise to remain in full force & virtue.

C B Howard Seal

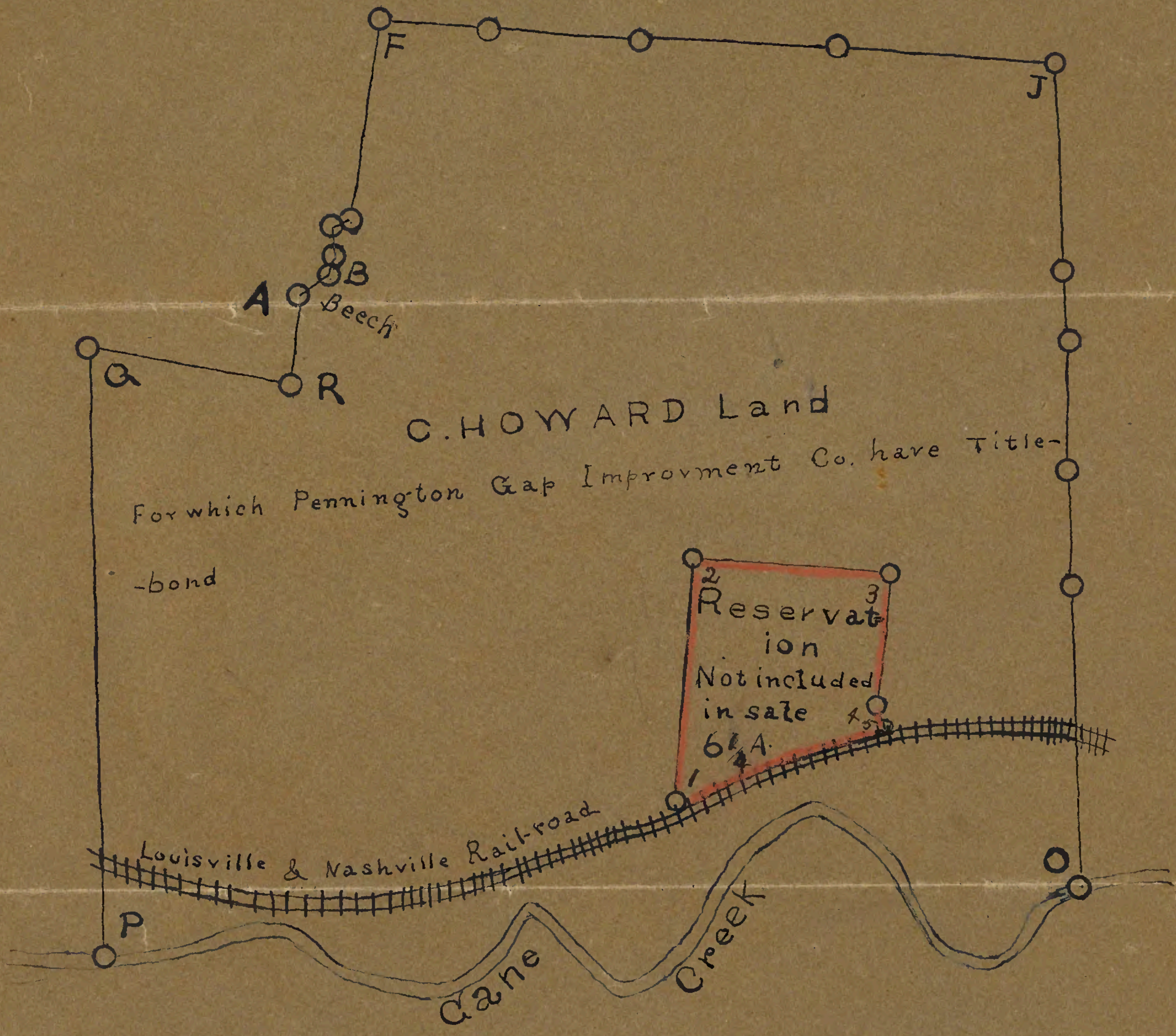
Recd. of the Pennington Gap Improvement company three hundred dollars on the first payment of said land above described in the contract attached & hereto annexed. Which is a part of the first instalment on said land. This May 3rd 1890 paid by H. J. Morgan for C R Howell

Pennington Gap Imp. Co.

Form of ~~Title~~ Bond

C. Cardwell B. Howard

(A)


F
J
B
A
Beech
Q
R
C. HOWARD Land
For which Pennington Gap Improvment Co. have Title-bond
2
3
Reservation
Not included in sale
6¼ A.
1
4
5
Louisville & Nashville Rail-road
O
P
Cane Creek

By

L. M. Carmical S.L.C.

Metes & bounds of Chas Howard lands

Beginning at (A) a beech a Corner to John Burks land thence with his lines & with original lines of said Howard lands N 22 E 103 feet to a rock N 25 W 60¾ feet to a rock N 39 W 77 feet N 39½ E 51 feet N 26° 40' W 555 feet to a stake in Grahams line & with same & fence N 61 E 298½ feet N 58° 10' E 415 feet N 57° 10' E 535 feet to a cherry-tree N 59¾ E 587 feet to the Zion land & with same & fence S 37½ E 565 feet S 39 E 188 feet S 36¾ E 355 feet to a stake Corner to the George Ruſsell lands (Purchased by the Pennington Gap Improvement Co) and with lines of same & said Ruſsell land S 37 E 1125 feet to a stake in the middle of Cane Creek, by a large sycamore & ash, thence with the various meanders of said creek S 40° 35' W 131 feet S 1 W 108 feet S 47½ W 89 feet N 64¾ W 291 feet S 82 W 271 feet S 16½ W 284 feet S 7° 35' W 314 feet S 17¾ W 105 feet N 88 W 320 feet S 14 W 288½ feet S 53¾ W 304 feet S 78° 40' W 273 feet S 45½ W 402 feet to a stake at a Water gap and on said John Burks line & with the same (leaving creek) N 37 W 1650 feet to a rock in a lane thence leaving lane N 64° 40' E 560 feet to a rock near a black walnut N 30 W 234 feet to the beginning – Containing 130 $\frac{50}{100}$ Acres – marked on accompaning plat A. B. F. J. O. P Q. R. – A

The foregoing tract or parcel of lands includes Reservation which is excepted from this Conveyance & bounded as follows Beginning at (1) a stake on the Right of Way of the Louisville & Nashville Railroad, S.W of Howard's barn at the S.W Corner of the barn lot thence in the direction of said fence N 31¾ W 660 feet N 58¼ E 537 feet to a stake in a branch (said stake 10 feet from a black-walnut Marked C) thence down said branch as it meanders S 29¼ E 360 feet S 58½ E 70 feet to the right of Way & with the same S 34° 30' W 491 feet to the beginning Containing 6.$\frac{26}{100}$ Acres – Represented by 1,2,3,4,5 & red lined figure of Plot +

This deducted from. Total = 130.50

Reservation – – – – 6.26

124.24

Remainder which includes right of way 124.24 Acres

Right-of-way off 6.75

July 31st 1890 – to be paid for 117.49 acres

Respet submitted

L M Cornical S.L.C

Survey & Plat of
C B. Howard Land
For P. G. Impt Co

(B)

This Deed made and entered into this the fourth day of May 1870. between William J. Munsey and Emily his wife of the first part, and Chadwell B. Howard of the second part all of the county of Lee and State of Virginia, Witnesseth that for and in consideration of the sum of four hundred dollars to them in hand paid, or secured to be paid to the ~~receipts~~ parties of the first part, by the said Howard the receipt of which is hereby acknowledged, That the parties of the first part, do by these presents bargain sell and convey unto the said Chadwell B. Howard, their respective undivided rights and title in and to the real estate which descended to them as heirs at law from Nimrod C. Ely. Sr. which estate lies on the west side of the North fork of Powells River, and in the county of Lee and State of Virginia lying and being on Cane Creek and joining the said Chadwell B. Howard land where he now lives which belonged to James Newman estate (formerly) to have and to hold their said undivide interests in the tract of land hereby conveyed with all of its appurtenances unto the said Chadwell B. Howard and his heirs forever, and that the parties of the first part, will warrant generally their undivided, interest in the tract of land. hereby conveyed, And the vendors lien is hereby retained in favor of the parties of the first part, Witness the following signatures and seals.

William J. Muncy Seal
Emily J. Muncy Seal

Lee county court clerk's office the 5th day of May 1870. The foregoing, Indenture of bargain & sale for land between William J. Muncy and Emily J. his wife of the ~~first~~ one part, and Chadwell B. Howard of the other part, was this day acknowledged before me by the said William J. Munsey & Emily J. his wife to be their act and deed for the purposes therein mentioned (she the said Emily J. being examined by me privily and apart from her said husband as the law directs, And the said deed being duly stamped, is admitted to record.

Teste J. B. West Clerk

A copy of the Record.

Teste John R. Gibson Clerk

C. B. Howard
From } Copy of Deed
W. J. Mumsey & wife
Deed Book 16
P. 68

(6)

50
3
1.50
.75
2.25

50¢

This Deed made the 2nd day of December in the year 1857 between James Harris and Lucretia his wife of the County of Lee and State of Virginia of the one part, Patterson Zion of the & State aforesaid, of the other part. Witnesseth, that in consideration of fifteen hundred dollars current money two hundred in hand paid, and six hundred dollars by the 1st January 1858, and seven hundred dollars by the 1st January 1859 with interest on said last mentioned sum from the 1st January 1858, the said Harris and Lucretia his wife, do grant unto the said Patterson Zion the following described tracts or parcels of land one lying on Cane creek ridge in said county of Lee being the same tract or parcel of land, of the said Harris bought of Alfred Crockett & wife and bounded as follows Beginning at a large Spanish Oak, and two beeches near said Zions Mill corner to John Gillys land & with lines thereof S 25 E 28 poles to a beech, and lynn sapling on the top of said, S 30 W 86 poles to a chestnut thence South 17½ poles to a stake in said Harris field on a line of a tract of land sold by said Harris to said Gilly the old Fisher line & with the same S 79 W 226 poles passing a corner of said tract at 142 Poles & with John Parsons line, the same course to a stake & poplar sapling in John E. Burks line & with the same N 49 E 103 poles passing said Burks corner & with Newmans line to a gum near Cane creek, corner to Newmans land and with lines thereof S 52 E 20 poles to a poplar and gum at the foot of a ridge N 50 E 137 poles passing said Newmans corner & with said Ziens lines to a maple & beech thence N 89 E 63 poles to the Beginning Supposed to contain 109. acres without further measurment at the sum of Twelve hundred dollars. of the above named sums -- the other tract or parcel being all the right title and interest both legal and equitable, which the said James Harris and Lucretia his wife formerly Lucretia Newman now has or hereafter may have, in and to a certain tract or parcel of land lying on Cane creek as or Of the the heirs at law of James Newman deceased. it being their undivided interest, in the tract of land upon which the said James Newman decd, lived in his lifetime, and disposed by will, and the same upon which his widow now resides; The first named tract convey by this deed, is conveyed subject to a lease that William Hughes' gar. holds upon the same according to the Article of agreement between him, and the said Harris, The said James Harris and Lucretia his wife, warrant generaly the property hereby conveyed. Witness the following signatures and seals the day and year above written

James A. Harris seal
Lucretia her x mark Harris seal

Lee County clerks office the 3rd day of December 1857. This Indenture of bargain and sale for land between James A. Harris & Lucretia his wife of the one part and Patterson Zion of the other part, was acknowledged, before me (she the said Lucretia being first privily examined as the law directs) and admitted to record.

S. P. Morison DC

A copy of the Record teste John R. Gibson clk.

P. Zion
From } Copy of Deed
Jas A. Harriston
Deed Book 13
P. 521.

(D)

.75 cp

This Indenture of bargain & sale made and entered into this the 23rd day of October 1857. by and between Willis Harris & Harriett Harris of the first part of the county carter & State of Kentucky & Patterson Newman of the county & state aforesaid, Witnesseth the party of the first part hath this day bargained & sold unto the party of the second part, their interest in the farm of James Newman deceased, lying and being in Lee County & State of Virginia on Cane Creek the land which Harriett Harris heirs from her fathers estate for which the party of the second part is to have & to hold the interest Harriett Harris with all its appurtenances forever hath this day bargained & sold & delivered & conveyed unto the party of the second part, all her right title and interest in the above named land for which the party of the second part is paid unto the party of the first part the sum of three hundred dollars, the receipt whereof is hereby acknowledged by the party of the first part, in testimony whereof we have hereunto set our hands and fixed our seals this the

23rd day of October 1857.

Willis Harris Seal

Harriett Harris Seal

State of Kentucky } sct.
Carter County

I, W. J. Watson deputy for E. P. Davis clerk of the county court in & for the county aforesaid do certify that this deed from Willis Harris & Harrett Harris to Patterson Newman was produced to me in my office on the 22nd day of January 1858. and the said Harris & wife acknowledged their signatures to be there act and deed hands and seals for the purposes therein mentioned and Harriett Harris wife of Willis Harris was examined by me seperate and apart from her husband and she on her own free will and concent acknowledged her signature to be her act & deed hand & seal all of which is certified ~~for record~~ to the clerk of the county of Lee Virginia for record where the land is. Given under my hand this the 22d day of January 1858.

Att. W. J. Watson DC.
for E. P. Davis clk.

Virginia.

At a court of quarter session began and held for Lee county at the court-house thereof on Monday the 16th day of August 1858. This indenture of bargain and sale for land between Willis Harris & Harriett Harris his wife of the one part and Pat. Tyson Newman of the other part, was admitted to record upon the certificate of the clerk of the county court of Carter county in the State of Kentucky.

Teste H. J. Morgan C.C.

A copy of the Record.

Teste J. R. Gibson Clerk

Patterson Newman

From } Copy of Deed

Willis Harris & Wife

Deed Book 13 P. 532.

(E)

504

This Deed made this 19th day of January in the year 1859 between Pattison Newman, Willis Harris & Harriet his wife formerly Harriet Newman of the one part, and Nimrod C. Ely of the other part, all of Lee County Va. Witnessith that the said Patterson Newman, Willis Harris & Harriet his wife for and in consideration of the sum of seven hundred dollars lawful money of Va, to them in hand paid the receipt whereof they do hereby acknowledge have bargained sold & delivered & by these presents do bargain, sell, convey & deliver to the said Nimrod C. Ely all there undivided interest of land of James Newman decd. in & to said tract or parcel of land to have & to hold the said interest in the said land aforesaid to the said Nimrod C. Ely & his heirs forever in witness whereof the said Patterson Newman Willis Harris & Harriet his wife have hereunto subscribed their names & affixed their seals the day & year above written

Patterson Newman (seal)

Virginia Lee county to wit:

I, John Smyth a Justice of the peace for the county aforesaid do certify that Patterson Newman whose name is assigned to the writing above bearing date on the 19th day of January 1859, has acknowledged the same before me in my county aforesaid, Given under my hand this 19th day of January 1859.

John Smyth J. P.

Lee County court Clerk's office 19th day of March 1869.

This indenture of bargain & sale of land between Patton Newman, Willis Harris & Harriet his wife of the one part, and Nimrod C. Ely of the other part, Admitted to record upon the certificate of one Justice of Lee county.

Henry J. Morgan C.C.

A copy of the Record.

Teste John R Gibson Clerk

N. C. Ely
From } Copy of Deed
P. Newman
Deed Book 14
P. 190.

50¢

Pennington Gap Impt Co. Plaintiff }
vs. } In Chy.
J S Skaggs and J M Zion Admr et al Defts: }

To the Hon. H S K Morrison Judge of the circuit court of Lee County.

I have to report that as directed by your decree entered in the above styed cause, on the 2nd day of September 1890. I have made executed and acknowledged for record a Deed of conveyance, by which I convey to the Pennington Gap. Impt Co. all the right and title of Maybell Howard. Docta Howard. John Howard. Cornie Gilley. Emory Gilley Creed F Gilley William G Gilley Jr. John T. Gilley and Annis J Gilley in and to the tract of land in the Bill mentioned according to the report & plot of the survey thereof as shown in exhibit "B." with the Bill subject to the reservations in said decree mentioned and I have also reserved therein the vendors lien in favor of the said Skaggs & Zion Admrs of C. B Howard for the unpaid purchase money, and deed of conveyance is herewith filed for your inspection.

Respectfully Submitted
Henry J Morgan, Comr
Sept. 3 1890

Pennington Gap Impt Co.

vs } Report of Deed

J B Skaggs & J M Zion Admr et al

Filed Sept. 3rd. 1890

J A L Hyatt C

Confirmed Sept 3 1890

Counts + Roads
Carter Co Kentucky

July the 28th 1890

Mr E. W. Bennington
Jonesville Va

Dear Sir

Replying to your Enquiring of July the 15th Addressed to John Horton of Bruin Ky I and say I am prepared to give the information concerning my Self and family I am Liveing in Carter co Ky Lucretia is dead Has ben dead "19" years Lucretia Has four Children Liveing I will give there names

1st Catharine
2and Nancy
3rd Francis
4th Richard

any fourther jnfurmation
Concerning my Self and family
Will be given at your request
I am very Respectfully
James A Harris

Willis and Harriet Harris
Live in texas you had
better write them
there address is

Echo Po
Bell Co texas

In the Clerk's Office of the Circuit Court of the County of Lee on the 19th day of July 1890.

The Pennington Gap Improvement Company - - - Plaintiff

against

John F. Skaggs admr &al Defendants

In Chy

The object of this suit is to extract a legal title to the tract of land sold by C. B. Howard in his lifetime to the Pltff, and for partition of the said land if deemed necessary

And an affidavit having been made and filed that the defendants J W Murray, Emily Murray Jas A Harris. Lucretia Harris. Willis Harris and Hewett Harris are - - - not residents of the State of Virginia, it is ordered that they do appear here, within 15 days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four week's in some newspaper, and that a copy be forthwith posted at the front door of the court-house of this county.

John A G. Hyatt Clerk

A copy—Teste:

E. W. Pennington. p. q.

John A G. Hyatt Clerk.

Pennington Gap Imp. Co
vs } Order Pub
J. F. Skaggs et al

I certify that I delivered to the Lee Co., Republi, an office copy of this order for pub and posted a like copy thereof on the front door of Lee Court house on the 1st day of Aug. County Court 1890.

J. A. G. Hyatt,
C

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The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon John F. Skaggs and J. M. Dixon Admrs of Est of C. B. Howard decd, Mabel Howard, Docta Howard, John Howard, Cornia Gilly, Creed F. Gilly, Annis J. Gilly, Wm. G. Gilly, Emory Gilly, John F. Gilly, James W. Munsey, Emily Munsey, G. H. Fletcher, Evaline Fletcher, James A. Harris, Lucretia Harris, Willis Harris & Harriett Harris

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in August next, being rule day to answer a bill in Chancery exhibited in our said Court against them by the Pennington's Gap Improvement Company an incorporation organized and doing business under the laws of Virginia

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This 26th day of July 1890, in the 115 year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

E.W.T.

Penningtons Gap Imp Co

vs } Spa in Chcy

Skaggs & Zion Admrs

To 1st Aug Rules 1890.

Executed July 29th 1890 by delivering office copies of the within [illegible] to the following persons J. F. Skaggs J M Zion Mabel Howard Docta Howard John Howard Cornie Gilley Creed F Gilley Annis J Gilley Wm G Gilley Emory Gilley & John T Gilley

A. B. Munsey
S. L. C.

VIRGINIA:—In the Clerk's Office of the Circuit Court of the County of Lee on the 17th day of July 1890.

The Pennington Gap Improvement Co., Plff.
vs. } In Cha'y.
John F. Skaggs adm'r et al Deft.

The object of this suit is to extract a legal title to the tract of land sold by C. B. Howard in his lifetime to the Plff and for partition of the said land if deemed necessary.

And an affidavit having been made and filed that the defendants J. W. Munsey, Emily Munsey, Jas. A. Harris, Lucretia Harris, Willis Harris, and Harriett Harris are not residents of the State of Virginia, it is ordered that they do appear here within 15 days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in some newspaper, and that a copy be forthwith posted at the front door of the court-house of this county.

A copy—Teste:
J. A. G. HYATT Clerk.

E. W. PENNINGTON, p. q. 2 50 4w

I, Robert Bolin, Pub of The Lee County Republican do hereby certify that the order hereto attached was duly published in the above named paper for four consecutive weeks ending Aug. 17th 1890

R. L. Bolin,
Pub,

Pennington Gap Imp Co.
} Pub Certif
vs }
J. F. Spraggs Admr et al

Filed Aug. 17 1890
J. A. S. Hyatt C

Pub fee $5.00